

497, page 87, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

269165 - BH

OKLAHOMA
REAL ESTATE MORTGAGE.

Know all men by these presents, that, Zarilda McGuire, a single woman, of Tulsa County, in the State of Oklahoma, party of the first part, hereby mortgage to party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot three (3) in block four (4) of Owens addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof

with all improvements thereon, and appurtenances thereto belonging, and warrant the title of the same. This mortgage is given to secure the principal sum of two hundred fifty & no/100 dollars, with interest thereon at the rate of ten per centum per annum, payable semi-annually from date, according to the terms of one certain promissory note described as follows: to-wit;

One note dated October 3rd, 1924, in the sum of \$250.00 payable to the order of Ida C. Paschal and due eight months after date; or June 3rd, 1925. with interest at 10% payable semi-annually, signed by Zarilda McGuire.

First. The mortgagors represent that they have fee simple to said land, free and clear of all liens and encumbrances, \$2500.00 first mortgage as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

Second. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; otherwise to remain in full force and effect.

Third: Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness, and will pay any and all labor and material liens whether created before or after this date that are lawfully charges against said premises.

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$_____ as a further security for said debt and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

Fourth: Mortgagor agree to pay promptly when due all interest or principal pay-

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Oct 4

Ida C. Paschal

RS & M